

<i>SERFF Tracking Number:</i>	<i>XLAM-125841595</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>XL Specialty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08SD-DO-DO06-MU-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0006 Directors & Officers Liability</i>
<i>Product Name:</i>	<i>Private Company Revised Endorsements</i>		
<i>Project Name/Number:</i>	<i>Private Company Revised Endorsement Filing/08SD-DO-DO06-MU-AR</i>		

Filing at a Glance

Company: XL Specialty Insurance Company

Product Name: Private Company Revised SERFF Tr Num: XLAM-125841595 State: Arkansas

Endorsements

TOI: 17.0 Other Liability-Occ/Claims Made SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 17.0006 Directors & Officers Liability Co Tr Num: 08SD-DO-DO06-MU-AR State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts

Author: Arshay Brown

Date Submitted: 10/02/2008

Disposition Date: 12/12/2008

Disposition Status: Approved

Effective Date Requested (New): 11/15/2008

Effective Date (New):

Effective Date Requested (Renewal): 11/15/2008

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Private Company Revised Endorsement Filing

Project Number: 08SD-DO-DO06-MU-AR

Reference Organization:

Reference Title:

Filing Status Changed: 12/12/2008

State Status Changed: 12/12/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

XL Specialty Insurance Company submits for your review and approval our revised Private Company Insurance Policy Declarations page and new endorsements for use with our Private Company Liability Program. These endorsements were developed in order to enhance the Private Company product. A forms description is attached for your reference.

The endorsements will be used with our program that submitted under file number 07SD-DO-DO05-MU-AR and approved effective 1/23/08.

<i>SERFF Tracking Number:</i>	<i>XLAM-125841595</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>08SD-DO-DO06-MU-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0006 Directors & Officers Liability</i>
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We propose an effective date of November 15, 2008 OR Upon Earlier Approval.

Trusting that all is in order, would you please indicate your acknowledgement and/or approval of our filing.

Company and Contact

Filing Contact Information

Arshay Brown, State Filings Analyst	Arshay.Brown@xlgroup.com
1201 North Market Street	(302) 661-7048 [Phone]
Wilmington, DE 19801	(302) 778-4190[FAX]

Filing Company Information

XL Specialty Insurance Company	CoCode: 37885	State of Domicile: Delaware
1201 N. Market Street	Group Code: 1285	Company Type:
Suite 501		
Wilmington, DE 19801	Group Name:	State ID Number:
(800) 394-3909 ext. [Phone]	FEIN Number: 85-0277191	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
XL Specialty Insurance Company	\$50.00	10/02/2008	22884438

SERFF Tracking Number:	XLAM-125841595	State:	Arkansas
Filing Company:	XL Specialty Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	08SD-DO-DO06-MU-AR		
TOI:	17.0 Other Liability-Occ/Claims Made	Sub-TOI:	17.0006 Directors & Officers Liability
Product Name:	Private Company Revised Endorsements		
Project Name/Number:	Private Company Revised Endorsement Filing/08SD-DO-DO06-MU-AR		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/12/2008	12/12/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	10/23/2008	10/23/2008	Arshay Brown	11/20/2008	11/20/2008
No response necessary	Edith Roberts	10/07/2008	10/07/2008			

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Status	Note To Reviewer	Arshay Brown	12/02/2008	12/02/2008

<i>SERFF Tracking Number:</i>	<i>XLAM-125841595</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>XL Specialty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08SD-DO-DO06-MU-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0006 Directors & Officers Liability</i>
<i>Product Name:</i>	<i>Private Company Revised Endorsements</i>		
<i>Project Name/Number:</i>	<i>Private Company Revised Endorsement Filing/08SD-DO-DO06-MU-AR</i>		

Disposition

Disposition Date: 12/12/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: XLAM-125841595 State: Arkansas

Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 08SD-DO-DO06-MU-AR

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Private Company Revised Endorsements

Project Name/Number: Private Company Revised Endorsement Filing/08SD-DO-DO06-MU-AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Form	Private Company Insurance Policy Declarations	Approved	Yes
Form	Amend Breach of Contract Exclusion	Approved	Yes
Form	Investment Loss Endorsement	Approved	Yes
Form (revised)	Optional Extension Period Endorsement	Approved	Yes
Form	Optional Extension Period Endorsement	Withdrawn	Yes
Form (revised)	Optional Extension Period Endorsement	Approved	Yes
Form	Optional Extension Period Endorsement	Withdrawn	Yes
Form	Insurance Company Errors and Omissions Endorsement	Approved	Yes
Form	Rating Endorsement	Approved	Yes

SERFF Tracking Number: *XLAM-125841595* *State:* *Arkansas*
Filing Company: *XL Specialty Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08SD-DO-DO06-MU-AR*
TOI: *17.0 Other Liability-Occ/Claims Made* *Sub-TOI:* *17.0006 Directors & Officers Liability*
Product Name: *Private Company Revised Endorsements*
Project Name/Number: *Private Company Revised Endorsement Filing/08SD-DO-DO06-MU-AR*

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 10/23/2008

Submitted Date 10/23/2008

Respond By Date

Dear Arshay Brown,

This will acknowledge receipt of the captioned filing.

Please disregard my previous letter of objection dated Oct 7, 2008, concerning the use of Form XL 80 60 09 08. Our concerns were addressed in another filing, and is no longer an issue.

However, Forms PC 80 432 07 08 and PC 80 433 07 08 still must be amended or withdrawn pursuant to my original objection.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 11/20/2008

Submitted Date 11/20/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Dear Ms. Roberts.

XL Specialty Insurance Company does hereby request that forms PC 80 432 07 08 and PC 80 433 07 08 be withdrawn from our filing submission. I have reflected those forms as withdrawn as noted in the "forms tab" below.

SERFF Tracking Number: XLAM-125841595 State: Arkansas
Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08SD-DO-DO06-MU-AR
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0006 Directors & Officers Liability
Product Name: Private Company Revised Endorsements
Project Name/Number: Private Company Revised Endorsement Filing/08SD-DO-DO06-MU-AR

Thank you for your continued attention to our filing submission.

Arshay Brown

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Optional Extension Period Endorsement Previous Version	PC 80 43207 08		Endorsement/Amendment/Conditions	Withdrawn		0	
Optional Extension Period Endorsement	PC 80 43207 08		Endorsement/Amendment/Conditions	New		0	PC804320708.pdf
Optional Extension Period Endorsement Previous Version	PC 80 43307 08		Endorsement/Amendment/Conditions	Withdrawn		0	
Optional Extension Period Endorsement	PC 80 43307 08		Endorsement/Amendment/Conditions	New		0	PC804330708.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Arshay Brown

SERFF Tracking Number: *XLAM-125841595* *State:* *Arkansas*
Filing Company: *XL Specialty Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08SD-DO-DO06-MU-AR*
TOI: *17.0 Other Liability-Occ/Claims Made* *Sub-TOI:* *17.0006 Directors & Officers Liability*
Product Name: *Private Company Revised Endorsements*
Project Name/Number: *Private Company Revised Endorsement Filing/08SD-DO-DO06-MU-AR*

Objection Letter

Objection Letter Status No response necessary

Objection Letter Date 10/07/2008

Submitted Date 10/07/2008

Respond By Date

Dear Arshay Brown,

This will acknowledge receipt of the captioned filing.

Please withdraw Forms PC 80 432 07 08 and PC 80 433 07 08 as they do not comply with the Extended Reporting Period requirements of AR Code Anno. 23-79-306.

Also, please provide an explanation for the use of Form XL 80 60 09 08, and particularly a definition of "Parent company".

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

SERFF Tracking Number: *XLAM-125841595* *State:* *Arkansas*
Filing Company: *XL Specialty Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08SD-DO-DO06-MU-AR*
TOI: *17.0 Other Liability-Occ/Claims Made* *Sub-TOI:* *17.0006 Directors & Officers Liability*
Product Name: *Private Company Revised Endorsements*
Project Name/Number: *Private Company Revised Endorsement Filing/08SD-DO-DO06-MU-AR*

Note To Reviewer

Created By:

Arshay Brown on 12/02/2008 12:37 PM

Subject:

Status

Comments:

Dear Ms. Roberts,

Would it be possible to receive a status on the response that was sent on 11/20?

Thank you in advance for your assistance.

Arshay Brown

SERFF Tracking Number: XLAM-125841595 State: Arkansas

Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 08SD-DO-DO06-MU-AR

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Private Company Revised Endorsements

Project Name/Number: Private Company Revised Endorsement Filing/08SD-DO-DO06-MU-AR

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Private Company Insurance Policy Declarations	PS 70 00	06 08	Declaration Replaced s/Schedule	Replaced Form #:0.00 PS 70 00 07 07 Previous Filing #: 07SD-DO-DO05-MU-AL		
Approved	Amend Breach of Contract Exclusion	PC 83 91	07 08	Endorsement New nt/Amendment/Conditions		0.00	PC8391 0708.pdf
Approved	Investment Loss Endorsement	PC 80 431	07 08	Endorsement New nt/Amendment/Conditions		0.00	PC80431 0708.pdf
Approved	Optional Extension Period Endorsement	PC 80 432	07 08	Endorsement Withdrawn nt/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		
Approved	Optional Extension Period Endorsement	PC 80 433	07 08	Endorsement Withdrawn nt/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		
Approved	Insurance Company Errors and Omissions Endorsement	XL 83 84	07 08	Endorsement New nt/Amendment/Conditions		0.00	XL8384 0708 (2).pdf
Approved	Rating Endorsement	XL 80 60	09 08	Endorsement New nt/Amendment/Conditions		0.00	XL 80 60 09 08 (2).pdf

Endorsement No.:

Named Insured:

Policy No.:

Coverage Part: Management Liability and Company Reimbursement

Effective:

12:01 A.M. Standard Time

Insurer:

AMEND BREACH OF CONTRACT EXCLUSION

In consideration of the premium charged, Section III. EXCLUSIONS (G) of the Coverage Part will not apply to Defense Expenses incurred in connection with any Claim for any actual or alleged liability of the Company under any express contract or agreement, provided however, the Insurer's maximum aggregate limit of liability for such Defense Expenses shall be **<amount>**, which amount shall be part of and not in addition to the Insurer's Maximum Aggregate Limit of Liability set forth in Item 3(a) of the Declarations, which amount is applicable to all Loss from all Claims for which this Coverage Part provides coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:

Named Insured:

Policy No.:

Coverage Part: Pension and Welfare Benefit Plan Fiduciary Liability

Effective:

12:01 A.M. Standard Time

Insurer:

INVESTMENT LOSS ENDORSEMENT

In consideration of the premium charged, the term "Loss" will include a monetary award in, or fund for settling, any Claim against an Insured for a Wrongful Act to the extent that such Claim alleges a loss to a Plan or loss to the actual account or accounts of one or more of the participants in a Plan by reason of a change in the value of investments held by such Plan, including but not limited to securities issued by a Sponsor Organization, whether or not the amounts sought in such Claim have been characterized by plaintiffs as, or held by a court to be, "benefits," and Section II Definitions (F)(2) will not apply to any such monetary award or fund.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

INSURANCE COMPANY ERRORS AND OMISSIONS ENDORSEMENT

In consideration of the premium charged:

- (1) Whenever used in this endorsement, the term "Insurance Contract" means any policy or agreement of insurance, reinsurance or indemnity, including but not limited to bonds, annuities, endowments, pension contracts and risk management self-insurance programs, pools or similar programs.
- (2) No coverage will be available under this Policy for Loss, including Defense Expenses, resulting from any Claim for:
 - (a) any actual or alleged refusal to offer, issue or renew, or the cancellation of, any Insurance Contract;
 - (b) any actual or alleged failure or refusal to pay or in the delay in the payment of, benefits due or alleged to have been due under any Insurance Contract;
 - (c) any actual or alleged lack of good faith or unfair dealing in the handling of any claim or obligation under any Insurance Contract, or in the brokering or underwriting of insurance policies or risks; or
 - (d) any actual or alleged conduct of the Company or of any Insured Person as an insurance agent or broker in the negotiation, placement or maintenance of any Insurance Contract.
- (3) Paragraph (2) above is not intended, nor shall it be construed, to apply to Loss, including Defense Costs, in connection with any Claim against an Insured to the extent that such Claim is:
 - (a) for a Wrongful Act by such Insured in connection with the management or supervision of any division, Subsidiary or group of the Parent Company offering any of the aforementioned services; or
 - (b)
 - (i) a Securities Claim brought by a securities holder of the Company, or
 - (ii) a derivative action brought by or on behalf of, or in the name or right of, the Company,and brought and maintained independently of, and without the solicitation, participation or intervention of, an Insured.
- (4) This Endorsement will not apply solely with respect to a Claim to which Insuring Agreement (A) applies.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

RATING ENDORSEMENT

In consideration of the premium charged, it is hereby agreed that notwithstanding anything in this policy that is contrary, this policy may be canceled by the Parent Company, if the Insurer's security rating is downgraded below an A.M. Best's rating of <FILL IN> and/or a Standard & Poor's rating of <FILLIN>.

Cancellation shall be effected by giving the Insurer written notice of the effective date of cancellation.

Any unearned premium by the Insurer will be computed pro rata and such return or tender of unearned premium will not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<i>SERFF Tracking Number:</i>	<i>XLAM-125841595</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>XL Specialty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08SD-DO-DO06-MU-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0006 Directors & Officers Liability</i>
<i>Product Name:</i>	<i>Private Company Revised Endorsements</i>		
<i>Project Name/Number:</i>	<i>Private Company Revised Endorsement Filing/08SD-DO-DO06-MU-AR</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: XLAM-125841595 State: Arkansas
Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08SD-DO-DO06-MU-AR
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0006 Directors & Officers Liability
Product Name: Private Company Revised Endorsements
Project Name/Number: Private Company Revised Endorsement Filing/08SD-DO-DO06-MU-AR

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 12/12/2008

Comments:

Attachment:

NAIC Transmittal.pdf

Satisfied -Name: Forms List

Review Status: Approved 12/12/2008

Comments:

Attachment:

Copy of Private Company July Forms List 09 23 08.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name	Group NAIC #
XL America, Inc.	1285

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
XL Specialty Insurance Company	Delaware	37885	85-0277191	

5. Company Tracking Number	08SD-DO-DO06-MU-AR
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Arshay Brown 1201 N. Market Street Wilmington, DE 19801	State Filings Analyst	302-661-7048	302-778-4190	Arshay.Brown@xlgroup.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Arshay Brown

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Other Liability - 17.000
10. Sub-Type of Insurance (Sub-TOI)	Directors and Officers - 17.0006
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 10-15-2008 Renewal: 10-15-2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A

17. Reference Organization # & Title	N/A
18. Company's Date of Filing	September 25, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	08SD-DO-DO02-MU-AR
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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XL Specialty Insurance Company is submitting for your review and approval our revised Private Company Insurance Policy Declarations page. In addition we are filing new endorsements for use with our Private Company Liability Program. These endorsements were developed in order to enhance the Private Company Liability product. A forms description is attached for your reference.

The endorsements will be use with our previously filed and approved program: Private Company Liability Product.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: NA
Amount: NA

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

Effective March 1, 2007

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

Hartford Professional Private Company Reimbursement Insurance Endorsement Filing 07/08

[illegible]

[illegible]

<i>SERFF Tracking Number:</i>	<i>XLAM-125841595</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>XL Specialty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08SD-DO-DO06-MU-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0006 Directors & Officers Liability</i>
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Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Optional Extension Period Endorsement	10/02/2008	PC80432 0708.pdf
No original date	Form	Optional Extension Period Endorsement	10/02/2008	PC80433 0708.pdf

Endorsement No.:

Named Insured:

Policy No.:

Coverage Part: Management Liability and Company Reimbursement

Effective:

12:01 A.M. Standard Time

Insurer:

OPTIONAL EXTENSION PERIOD ENDORSEMENT

In consideration of the premium charged:

- (1) Item 2 of the Declarations is amended to read in its entirety as follows:

"ITEM 2. Policy Period: From: <original inception> To: <new expiration>
At 12:01 AM Standard Time at the Mailing Address Shown Above"

- (2) Item 5 of the Declarations is deleted in its entirety.

- (3) It is expressly understood and agreed that the maximum aggregate Limits of Liability set forth in Item 3 of the Declarations shall continue to be the maximum aggregate Limits of Liability for the entire Policy Period, as amended in paragraph (1) above.

- (4) No coverage will be available under this Policy for Claims for any Wrongful Act committed or allegedly committed on or after <DATE>.

- (5) The Insureds will have no right to purchase any further extension of coverage afforded under this Policy with respect to any Claim first made against the Insureds after the expiration of the Policy Period, as amended in paragraph (1) above. Accordingly, Section III General Conditions (H) of the General Terms and Conditions of the Policy and all other references in the Policy to an Optional Extension Period are deleted in their entirety.

- (6) Section II General Definitions (D) of the General Terms and Conditions of the Policy is amended to read in its entirety as follows:

"(D) 'Company' means the Parent Company and any Subsidiary created or acquired on or before <runoff inception date>. Company shall not mean Buyer or Buyer's Acquisition Company."

- (7) Section III General Conditions (F)(1), (2) and (4) of the General Terms and Conditions of the Policy are deleted in their entirety.

- (8) Section III General Conditions (G)(1) of the General Terms and Conditions of the Policy is amended to read in its entirety as follows:

"(1) Except for the nonpayment of premium, as set forth in (G)(2) below, the Parent Company has the exclusive right to cancel this Policy prior to the Policy Expiration Date set forth in Item 2 of the Declarations. Cancellation may be effected by mailing to the Insurer written notice stating when such cancellation shall be effective, provided the date of cancellation is not later than the date such notice is received by the Insurer."

- (9) The entire premium for this Policy shall be deemed fully earned as of <runoff inception date>.

- (10) Solely for the purposes of this endorsement, the term Original Policy Period means the period of time from <original inception date> to <original expiration date>.

- (11) Solely for the purposes of this endorsement, solely for Claims first made on or after the Effective Date of this Endorsement, Section I Insuring Agreements of the Management Liability Coverage Part are amended to read in their entirety as follows:

"I. INSURING AGREEMENTS

- (A) The Insurer shall pay on behalf of the Insured Persons Loss resulting from a Claim first made against the Insured Persons during the Policy Period or, if applicable, the Optional Extension Period, for a Wrongful Act, except for Loss which the Company, Buyer or Buyer's Acquisition Company is permitted or required to pay on behalf of the Insured Persons as indemnification.
- (B) The Insurer shall pay on behalf of the Company, or in the event the Company no longer exists as a legal entity, the Buyer or Buyer's Acquisition Company, Loss:
 - (1) which the Company, Buyer or Buyer's Acquisition Company is required or is permitted to pay as indemnification to the Insured Persons resulting from a Claim first made against the Insured Persons; or
 - (2) resulting from a Claim first made against the Company;during the Policy Period, or, if applicable, the Optional Extension Period, for a Wrongful Act."
- (12) For the purposes of this endorsement, the following terms will have the meanings set forth below:
 - (a) "Buyer" means <FILLIN>;
 - (b) "Buyer's Acquisition Company" means <FILL IN NAME>."
- (13) With respect to the Buyer and Buyer's Acquisition Company's indemnification of any Insured Person, the certificate of incorporation, charter, by-laws, articles of association, or other organizational documents of such entities will be deemed to provide indemnification to the Insured Person to the fullest extent permitted by law.
- (14) Section IV Indemnification and Retention (C) of the Coverage Part is amended to read in its entirety as follows:
 - "(C) The Retention applicable to INSURING AGREEMENT (B)(1) shall apply to any Loss as to which indemnification by the Company, Buyer or Buyer's Acquisition Company is legally permissible, whether or not actual indemnification is made unless such indemnification is not made by the Company, Buyer or Buyer's Acquisition Company solely by reason of its financial insolvency. In the event of financial insolvency, the Retention applicable to INSURING AGREEMENT (A) shall apply."
- (15) Solely in the event of a Claim brought by the Buyer or the Buyer's Acquisition Company against an Insured:
 - (a) the retention set forth in Item 4(a) of the Declarations shall apply; and
 - (b) Section III Exclusion (F) will not apply.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:
Coverage Part: <can use on EPL or FID **Fill-in**>

Effective:
12:01 A.M. Standard Time
Insurer:

OPTIONAL EXTENSION PERIOD ENDORSEMENT

In consideration of the premium charged:

- (1) Item 2 of the Declarations is amended to read in its entirety as follows:

"ITEM 2. Policy Period: From: <original inception> To: <new expiration>
 At 12:01 AM Standard Time at the Mailing Address Shown Above"
- (2) Item 5 of the Declarations is deleted in its entirety.
- (3) It is expressly understood and agreed that the maximum aggregate Limits of Liability set forth in Item 3 of the Declarations shall continue to be the maximum aggregate Limits of Liability for the entire Policy Period, as amended in paragraph (1) above.
- (4) No coverage will be available under this Policy for Claims for any Wrongful Act committed or allegedly committed on or after <DATE>.
- (5) The Insureds will have no right to purchase any further extension of coverage afforded under this Policy with respect to any Claim first made against the Insureds after the expiration of the Policy Period, as amended in paragraph (1) above. Accordingly, Section III General Conditions (H) of the General Terms and Conditions of the Policy and all other references in the Policy to an Optional Extension Period are deleted in their entirety.
- (6) Section II General Definitions (D) of the General Terms and Conditions of the Policy is amended to read in its entirety as follows:

"(D) 'Company' means the Parent Company and any Subsidiary created or acquired on or before <runoff inception date>. Company shall not mean Buyer or Buyer's Acquisition Company."
- (7) Section III General Conditions (F)(1), (2) and (4) of the General Terms and Conditions of the Policy are deleted in their entirety.
- (8) Section III General Conditions (G)(1) of the General Terms and Conditions of the Policy is amended to read in its entirety as follows:

"(1) Except for the nonpayment of premium, as set forth in (G)(2) below, the Parent Company has the exclusive right to cancel this Policy prior to the Policy Expiration Date set forth in Item 2 of the Declarations. Cancellation may be effected by mailing to the Insurer written notice stating when such cancellation shall be effective, provided the date of cancellation is not later than the date such notice is received by the Insurer."
- (9) The entire premium for this Policy shall be deemed fully earned as of <runoff inception date>.
- (10) Solely for the purposes of this endorsement, the term Original Policy Period means the period of time from <original inception date> to <original expiration date>.
- (11) Solely for the purposes of this endorsement, solely for Claims first made on or after the Effective Date of this Endorsement, Section I Insuring Agreement of the <FILL-IN PART USING – EPL OR FID> is amended to read in its entirety as follows:

"I. INSURING AGREEMENT

The Insurer shall pay on behalf of the Insureds, or in the event the Company no longer exists as a legal entity, the Buyer or the Buyer's Acquisition Company, Loss resulting from a Claim first made against the Insureds during the Policy Period or, if applicable, the Optional Extension Period, for a Wrongful Act."

(12) For the purposes of this endorsement, the following terms will have the meanings set forth below:

(a) "Buyer" means <FILL IN>;

(b) "Buyer's Acquisition Company" means <FILL IN NAME>."

All other terms, conditions and limitations of this Policy shall remain unchanged.